

PUBLIC NOTICE

Notice is hereby given that the County of Webb Purchasing Department is seeking responses to this request for proposals (RFP).

Request for Proposals must be submitted in Triplicate in sealed envelopes to the Office of the Webb County Clerk. Sealed envelopes must be marked (Sealed-Proposal) with number and services on front lower left-hand corner of envelope.

RFP – 2011-02 “Emergency Medical Services”

Request for Proposals will be either hand delivered or mailed to the following location:

Webb County Clerk
Webb County Justice Center
1110 Victoria St., Suite 201
Laredo, Texas 78042-0029

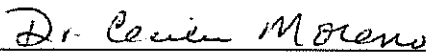
Proposals must be delivered no later than **2:00 p.m., March 24, 2011**, at which time all proposals received will be opened and read to the public. Late proposals will have no consideration and will be returned un-open to respective bidder.

Pre-Bid Meeting will be held on Thursday, March 17, 2011 at 9:00 A.M. at the Webb County, Purchasing Department, 1110 Washington Suite 101, Laredo, Texas 78042.

Proposals must be held by the County of Webb for a period not to exceed Sixty (60) days from the date bid opening of the purpose of reviewing the proposals and investigating the proposer prior to the Award of Contract.

If any additional information is required please contact, Leticia Gutierrez, Webb County Purchasing Department, 1110 Washington, Suite 101, (956) 523-4125, Laredo, Texas 78042. Please visit our Web-site for a copy of the proposal and specifications, under purchasing department www.webbcountytx.gov; if you need a hardcopy of the specifications, the cost will be \$50.00 non-refundable.

The County of Webb reserves the right to reject any and all proposals or to select the proposal that is in the best interest of Webb County.


Dr. Cecilia May Moreno
Purchasing Agent

Publish: Wednesday March 9, 2011
Wednesday March 16, 2011

Checklist Form

THIS FORM MUST BE INCLUDED WITH PROPOSAL; PLEASE CHECK OFF EACH ITEM THAT APPLIES AND SIGN FORM

"Sealed Proposal"

RFP No. 2011-02 "Emergency Medical Services"

- ☐ **Invitation to submit Proposal**
- ☐ **Submitted within proposal notice due date; name and address of the proposer, date of proposal opening; proposal number and title on outside of sealed envelope**
- ☐ **Proposal Specification package**
 - ☐ **Minimum Qualifications & Documentation of Credentials-Form A**
 - ☐ **Service Area Summary Demographic & Background (Reviewed)**
 - ☐ **Proposal Provisions (Reviewed)**
 - ☐ **General, Financial Administrative & Provisions (Reviewed)**
 - ☐ **Submission & Scoring of Proposals**
 - ☐ **From B, Proposed Price**
- ☐ **Have read Term and Conditions**
- ☐ **Proof of no delinquent taxes owed to Webb County**
- ☐ **Conflict of Interest forms included**
- ☐ **Workers compensation certificates (copy); Include copy of insurance**

**Signature of person
Completing this form**

WEBB COUNTY, TEXAS

REQUEST FOR PROPOSALS

FOR EMERGENCY MEDICAL SERVICES

RFP 2011-02

Submission Deadline Date:

March 24, 2011

I. Invitation to Submit Proposals

- II.** The Commissioners Court of Webb County, Texas (the "County") is seeking proposals from interested and qualified parties (the "Proposers/Contractors") for the award of EMS/ambulance services agreement. This proposal is for the provision of emergency ambulance services for the Webb County area, pursuant to the terms and conditions hereinafter set forth in or referred to in this Request for Proposal ("RFP").

This RFP is open to all qualified Proposers who meet the minimum qualifications and documentation of credentials requirements outlined in this RFP. The award shall be made at the sole discretion of the County to the Proposer[s] who best displays evidence of satisfactory qualifications and responsibility to fully execute the requirements as set forth by the County. Evidence of qualification and responsibility shall be furnished by the Proposer as described in this RFP and will be reviewed by the County. The award shall not be made until the County has completed its investigation and verification of the Proposer's qualifications and financial viability.

The County reserves the right to reject any or all proposals and also reserves the right to decline the award to any or all Proposers. The submission of a proposal by any Proposer does not by implication or expression commit the County to enter

into an agreement with that Proposer, or any Proposer. No agreement shall occur until the County has formally approved a written contract.

The successful Proposer shall serve as the Contractor to the County for a period of three (3) years, starting April 1, 2011. Earned extension potential are (2) individual one (1) year extensions, on the same terms and conditions except with regards to the price/subsidy which may be adjusted for the extension as set forth in the contract.

Proposals are to be submitted at a substantial level of detail and completeness to allow adequate evaluation by the County on a technical and financial basis. Proposals are expected to include details on organization, insurance coverage and qualifications to perform the contracted for services.

A. County's Functional Responsibilities

1. Require Proposer/Contractor to manage a reasonable collection practice, which indemnifies the County from all such collection efforts.

B. Contractor's Functional Responsibilities

Contractor provides and manages the delivery of ambulance services by meeting or exceeding the requirements of this RFP, including response time performance throughout the term of the contract.

The Contractor is responsible for the hiring of personnel, equipment maintenance, in-service training, coverage levels, shift schedules, and selection of posting locations. Numerous ancillary and support functions are also among the

Contractor's responsibilities, such as maintaining compliance with insurance requirements, personnel recruitment, disaster readiness, inventory control, and other functions.

The list below of Contractor's responsibilities should be considered illustrative only and not complete. *Along with other duties and responsibilities for providing 9-1-1 MICU ambulance services, the Contractor shall:

1. Provide the necessary number of full time fully equipped ambulance vehicles;
2. Provide for 9-1-1 dispatch services from base station;
3. Employ and manage all ambulance personnel required for said vehicles;
4. Provide or purchase all in-service training required of ambulance personnel;
5. Furnish all fuel, lubricants, maintenance, repairs, and insurance, for vehicles and equipment;
6. Maintain superior working relationships with first responders;
7. Maintain superior working relationships with law enforcement agencies;
8. Ensure courteous, professional, and safe conduct of all ambulance personnel, and other staff at all times;
9. Maintain personnel certifications and its ambulance provider's license(s);
10. Keep the County informed in a timely manner of all activities, issues, and policy/procedure modifications (internal and external) that may reasonably be expected to affect (positively or negatively) the County.

C. Schedule of Events

The following table provides information about the schedule for this procurement process at the time of the RFP release.

<u><i>Task</i></u>	<u><i>Beginning Date</i></u>	<u><i>Deadline Date</i></u>
<i>Issue RFP</i>	<i>March 04, 2011</i>	
<i>Advertise</i>	<i>March 9 & March 16, 2011</i>	
<i>Pre Bid Conference</i>	<i>March 17, 2011</i>	
<i>Proposals Due</i>	<i>March 24, 2011 (2p.m.)</i>	
<i>Committee Review</i>	<i>March 25, 2011</i>	
<i>Recommendation to CCT</i>	<i>March 28, 2011</i>	
<i>Contract Start</i>	<i>April 1, 2011</i>	

Any time adjustments in the schedule after the release of this RFP will be provided in the form of a written addendum to the RFP sent to all persons who have been provided a copy of the RFP.

The pre-bid conference will be held on March 17, 2011 **at 9:00 A.M.**, 1110 Washington Suite 101 conference room. Proposers are encouraged to attend this to ask questions and receive clarifications concerning the RFP and the procurement process. Notes from this pre-bid conference will be posted on the website thru 04/21/2011. Following the pre-bid conference additional questions may be asked, of Leticia Gutierrez lgutierrez@webbcountytexas.gov and will be answered in writing thru a website posting.

III. Minimum Qualifications & Documentation of Credentials

A. Overview

This section delineates the minimum qualifications that a Proposer must possess in order to submit a response under this RFP

There are two (2) key areas in which minimum qualifications must be established:

1. Previous experience in managing emergency services.
2. Financial depth and stability.

The County will determine if Proposer is qualified or not qualified to enter a contract through the procedure set forth in this RFP.

B. Methods of Qualifications

Should any group of Proposers submit a proposal as a joint venture, or should any Proposer intend to utilize a sub-Contractor to fulfill specified aspects of its obligations, any information presented that does not reflect the experience of the operational unit that is responsible for this proposal shall be so noted. In addition, Proposer shall provide information regarding the experience in each of the two (2) key areas for which minimum qualifications are to be established for every member of a joint venture or subcontractor that may be involved in fulfilling the provisions of the RFP. All sub contractors must be identified and their experience and financial dept and stability included in the proposal.

Proposers shall provide the following:

1. Experience "Form A Part 1"

Proposer shall provide the following:

Documentary evidence that clearly demonstrates that the Proposer has experience managing an emergency 9-1-1 MICU ambulance service. Information provided should include a list of communities in which the service is operated, name(s) of the County and contact officer(s) or designated government contact person, the number of responses provided in each of the past two (2) years, and a brief description of the community and service provided. Information regarding medical and governmental contacts should include names, titles, addresses, and telephone and facsimile numbers.

Proposer shall also provide information and documentation of existing management and supervisory strength (including senior management's involvement in operations) in order to demonstrate the organization's ability to manage such a program. The information provided should be in the form of names and resumes of existing management and supervisory personnel who will be directly responsible for providing services under this RFP.

2. Demonstration of Financial Depth and Stability “Form A Part 2”

Proposer shall provide evidence that clearly documents the financial history of the organization and demonstrates that the Proposer has each of the following:

- (a) Financial capability to handle the expansion (including implementation and start-up costs) necessitated by the award of the contract. Proposer shall include copies of its financial statements for the most recent two (2) year period, (audited financial statements if available); and expertise in billing Medicare, Medicaid and other third party payers of ambulance services.
- (b) Provide evidence of existing insurance coverage applicable to handling and use of similar materials. Provide written verification of insurer's willingness to indemnify the County under the terms of the proposal.

IV. Service Area Summary, Demographics and Background

A. Service Area

Proposer will be expected to service the entire unincorporated Webb County Area.

Demographics

Webb County

Population – 257,590

*(2010 estimated population
according to Texas State Directory)*

Unincorporated County

Population – 42,106

B. Historic Service Volumes (provided by current provider)

The average monthly transport is 1.5 transports per month.

V. Proposal Provisions

A. General Contractor Relationship

Through this procurement, the County(s) intends to contract with a single contractor to provide all of the services specified in the RFP. Should a proposer intend to use one or more subcontractors to provide any of the contractor's responsibilities, including but not limited to, ambulance response/transportation, staffing, training, dispatch, fleet maintenance, or any similar services, the proposer must provide information about the subcontractor and its relationship to the proposer.

The inability or failure of any subcontractor to perform any duty or deliver contracted results will not excuse the primary contractor from any responsibility under the contract with the County.

B. Scope of Services and Minimum Standards

The Contractor will provide all emergency ground ambulance service. The Contractor shall warrant that it is a licensed emergency medical service provider with the Texas Department of State Health Services and that it shall, at all times, maintain such license in full force and effect and copies of license shall be kept current in the office of the County Attorney.

C. Ambulance Coverage and Response Times

In the proposal the Proposer will show the methods and resources necessary to comply with the standards in this section. Including staffing and placement of MICU units.

The Contractor will provide at least one 24 hour a day, 7 day a week ambulance services to unincorporated Webb County. The proposer is responsible for also providing back up services to these areas while the primary ambulance is on other responses.

Response Times

Response times are a combination of dispatch operations and field operations. In this agreement, the County does not limit the Contractor's flexibility in the methods of providing 9-1-1 EMS service as long as the minimum coverage standard is met

1. Call Classification.

Contractor shall be primarily responsible for all 9-1-1 MICU classified calls within Webb County ambulance area.

2. Emergency Assignments.

- a. The Contractor shall place a transport capable Mobile Intensive Care Unit MICU ambulance at the scene of each life-threatening emergency request within thirty (30) minutes on not less than ninety per cent (90%) of all emergency dispatch response requests*

(i.e., 9-1-1 MICU classified calls). This classification will be measured using the last 100 patient contacts.

3. *Calculation of response times.*

For all emergency service, the "time call dispatched" shall be the second the Contractor's dispatch center is actually notified to arrival until the time of scene.

For all classifications of requests for services, the time "arrival on scene" shall be the time a fully equipped MICU ambulance arrives at the location of the request for service. Arrival on scene of the request of service means the moment an ambulance crew notifies the communication center that it is fully stopped at the location where the ambulance crew will exit to approach the patient.

4. Response Time Exemptions

The County understands that isolated instances may occur in which the Contractor does not meet the stated performance specifications. However, a chronic failure to comply with the response time standards may constitute default of the contract. Chronic failure is defined as the failure of the Contractor to meet any response time standard, emergency in any three (3) out of five (5) consecutive calendar month period.

The Contractor shall maintain mechanisms for reserve production capacity to increase production should temporary system overload persist. However, it is understood that from time to time unusual factors beyond the Contractor's reasonable control affect the achievement of specified response time standards. These unusual factors are limited to unusually severe weather conditions or declared disasters as noted below. Equipment failure, traffic congestion, ambulance failure, dispatch error, or other causes shall not be grounds for granting an exception to compliance with the response time standard. No other causes of late response shall serve to justify exemption from response time requirements or late-run penalties unless specifically authorized by the County.

Exemptions shall be as follows:

- a. Requests occurring during a period of unusually severe weather conditions when such response time compliance is either impossible or could be achieved only at a greater risk to EMS personnel and the public than would result from a delayed response. The Contractor shall make such requests retrospectively of the event to the County.
- b. Requests during a declared disaster confirmed by the County, locally in which the Contractor is rendering assistance. The Contractor shall use best efforts to maintain primary coverage, while simultaneously providing disaster assistance as needed.

D. Communications and Dispatch

In the proposal the Proposer will show the methods and resources necessary to comply with the standards in this section. Include proposed level of training by dispatch personnel, and record keeping capabilities.

The contractor will provide call taking and dispatching capabilities. Contractor will utilize certified personnel for the handling and disbursement of all emergency calls on a 24 hour a day, 7 days a week basis. Standard industry radio communications, paging and alert capabilities will be used at all times.

The Contractor will put in place sufficient safeguards to ensure that dispatch personnel have the initial and on-going training, map knowledge and geographic understanding of the coverage area in Webb County.

E. Personnel

In the proposal the Proposer will show the methods and resources necessary to comply with the standards in this section. Include number(s) and level of field staff proposed for this contract.

All ambulance services will be provided at the (MICU) level. Contractor shall staff each ambulance with certified emergency care providers to include (1) EMT, Intermediate ECA Emergency Care Agent and (1) Paramedic with training and certification as required by the Texas Department of State Health Services for

Mobile Intensive Care Units. A total of 2 individuals will travel with the ambulance.

F. Clinical

In the proposal the Proposer will be able to show (if requested) the methods and resources necessary to comply with the standards in this section. A copy of the proposed medical protocols will be made available if requested.

The Contractor will provide at all times an agreement that provides for a Medical Director, medical control, and medical protocols. These elements will be provided following the rules and regulations set forth by the Texas Department of State Health Services.

The Contractor shall provide ongoing in service training program and a Quality Initiative program that at a minimum provides for retrospective chart review, and internal controls to insure protocol compliance. A schedule of training will be available upon request.

G. Ambulance/Equipment and Supply

The Proposer will provide if requested the methods and resources necessary to comply with the standards in this section. Include a complete list of vehicles proposed for this contract complete with vehicle type, year, and mileage. Describe your organization's vehicle maintenance program.

The Contractor is fully responsible for the provisions, maintenance and replacement of vehicles and equipment necessary to fulfill the obligations of this contract. The Contractor shall provide ambulances that are licensed with the Texas Department of State Health Services as a Mobile Intensive Care Unit (MICU). The Contractor shall provide such vehicles and equipment in sufficient quantity and quality to ensure that no lapse in service exists during times of maintenance or vehicle/equipment failure.

Webb County requires a paramedic to accompany the EMT, Intermediate, Emergency Care Agent (ECA) at all times.

H. Reporting Requirements

The Proposer will provide if requested the methods and resources necessary to comply with the standards in this section.

The Contractor will be required to submit regular reports to the County regarding elements of the provisions of ambulance services in the contracted areas. Upon contract award the parties will meet, confer, and agree on a format for such reporting. This reporting will encompass such items as call volume and response time numbers, and quality assurance reporting. This required reporting will occur on a monthly basis.

Reports will be submitted to Webb County Auditor's Office and Webb County Attorney's Office.

I. First Responders and Mutual Aid

The Proposer will provide if requested the methods and resources necessary to comply with the standards in this section.

The Contractor is encouraged to develop a strong working relationship with the other EMS providers, and the volunteer fire departments in Webb County. Mutual Aid Agreements should be implemented developed with other MICU providers to assist in coverage during times when the primary unit in an area is on another call. Using mutual aid doesn't excuse the Contractor from the response time requirements set forth in this RFP. Mutual Aid Agreements must be in place before final contract agreements are signed.

VI. General, Financial and Administrative Provisions

Terms and Renewal Provisions

The term of the contract ultimately executed by the Proposer shall be for a period of one (1) to three (3) years (depending on proposals submitted/selection of the court), commencing midnight March 31, 2011, and terminating midnight _____ with the earned extension potential of two (2) individual one (1) year extensions, on the same terms and conditions except with regards to the price/subsidy which may be adjusted as set forth in the contract. This could mean up to 3 years on a set monthly price and 2 additional years with an adjusted price.

County shall evaluate the Contractor's performance and may elect to award extensions, subject to the following requirements:

1. Clinical and Response Time Performance Exceeding Requirements. Finding by the County that the clinical and response time performance of the Contractor has, in general, exceeded the minimum requirements set forth in this Request for Proposal, and
2. Substantial Compliance. Finding by the County that the Contractor substantially and consistently meets the various requirements of applicable federal, state and local laws, rules and regulations; and performance obligations of the agreement, and
3. Exceptional Performance. Finding by the County that the Contractor has met and/or exceeded all commitments made by the Contractor in its winning proposal.
4. Acceptable monthly fee for period(s) of extensions

Insurance

Proposer shall provide evidence of ability to meet all requirements described in this section.

Throughout the term of the contract, and any extensions thereof, Contractor shall

procure, pay for, and maintain the minimum insurance coverage and limits as provided for herein. This insurance shall be evidenced by delivery to the County certificates of insurance written by one or more insurance companies with an A.M. Best rating of "A" or better, licensed to do business in the State of Texas and acceptable to the County. These insurance certificates shall list coverage and limits, expiration dates and terms of policies, and the names of all carriers issuing or reinsuring these policies. Insurance requirements shall remain in effect throughout the term of this Agreement. The following coverage shall be provided:

- 1) Commercial general liability insurance, including but not limited to, bodily injury property damage and personal injury, with limits of not less than Five Hundred Thousand 00/100 Dollars (\$500,000.00) per occurrence, and annual aggregate. Coverage shall be on "an occurrence basis," and the policy shall include broad form property damage coverage, and contracted liability and fire legal liability of not less than Five Hundred Thousand 00/100 Dollars (\$500,000.00) per occurrence, unless otherwise stated by exception herein.
- 2) Professional medical liability insurance including errors and omissions with minimum limits of not less than Three Hundred Thousand 00/100 Dollars (\$300,000.00) per occurrence, and an aggregate limit of no less than Five Hundred Thousand 00/100 Dollars (\$500,000.00).
- 3) Automobile Liability with a Five Hundred Thousand 00/100 Dollars (\$500,000.00) combined single limit for bodily injury and property damage of per occurrence, and
- 4) Worker's compensation coverage and policy, in compliance with the State of Texas. The Workers' Compensation policy must waive subrogation rights.

Policies other than the Workers' Compensation Insurance shall name the County, its agents and employees as additional named insured. County must receive at least thirty (30) days' prior written notice of any expiration, cancellation, non-renewal or material change in coverage of Contractor's insurance coverage. Nothing shall absolve Contractor of this requirement to provide notice.

Any program of self-insurance risk employed by the Contractor shall be subject to prior approval and on-going monitoring by the County and its legal counsel.

Performance Security

Proposer shall provide evidence of ability to meet all requirements described in this section.

Due to the importance of EMS to the community served, the County must do everything possible to eliminate the potential for a system failure. This RFP and subsequent contract incorporates a variety of performance security measures to minimize the potential for failure and to sustain uninterrupted service in the event of the failure of the contractor. The County will use the following methods:

- The Contractor will deposit with the County, an annually renewable performance letter of credit or cash escrow account in a form acceptable to the County. The amount of the performance letter of credit or cash escrow *account shall be two hundred thousand dollars (\$200, 00.00)*. The parties will agree that this is a reasonable amount for total liquidated damages in the event of Contractor's failure to perform, termination, or breach of contract.

Proof of “No Delinquent Taxes in Webb County”

Proposer shall provide proof of owing no delinquent property taxes to Webb County

Contractor Default and Provisions for Early Termination

Conditions and circumstances that constitute default under the contract shall include the following:

1. Failure of the Contractor to operate the service in a manner consistent with federal, state and local laws, rules and regulations. Minor infractions of these ordinances, laws and related regulations will not constitute a major breach;
2. Supplying the County with false or misleading information with regard to records, documents or data kept for the purposes of determining Contractor's performance under the terms of this proposal;
3. Deliberate and unauthorized scaling down of operations to the detriment of performance or level of service;
4. Chronic and persistent failures of the ambulance provider's employees to conduct themselves in professional manner, and to present a professional appearance to such extent that the County's name may be harmed;
5. Failure of the Contractor to provide data generated in the course of operations, including, but not limited to, patient report data, response time data, or financial data;

6. Failure of the Contractor to assist the County in its take over after the declaration of a major breach has been declared by the *County Judge and Commissioners Court*;
7. Failure to substantially and consistently meet or exceed the various clinical response standards provided for in this RFP;
8. Failure of the Contractor to maintain equipment in accordance with manufacturer or industry maintenance practices;
9. Making an assignment for the benefit of creditors; filing a petition for bankruptcy; being adjudicated insolvent or bankrupt; petitioning by a custodian, receiver or trustee for a substantial part of its property; or, commencing any proceeding relating to it under the bankruptcy, reorganization arrangements, readjustment of debt, dissolution or liquidation law or statute;
10. Chronic failure of the Contractor to meet response time requirements as set forth in the contract. Chronic failure shall be defined as three (3) of five (5) consecutive calendar months;
11. Failure to furnish key personnel of quality and experience as agreed;
12. Failure to submit reports and information under the terms and conditions outlined in this RFP;
13. Failure of the Contractor to maintain insurance in accordance with the agreement; and
14. Any other failure of performance required in this Agreement and which is determined by the *County Judge and Commissioners Court* and confirmed by the County Attorney to constitute a default or endangerment to public

health and safety.

15. Failure to maintain a record or a criminal background check for all personnel serving this Contract. Failure to act on the results of the criminal background check if applicable.

Criminal Background Checks

1. All personnel performing any work under this contract shall have a criminal background check on file with in twelve months, with the company.
2. Records will be available upon request.
3. Failure to comply with this requirement is grounds for termination of the contract.

VII. Submission & Scoring of Proposals

General Submission Information

1. Procurement Time Frames

Failure to comply with any time frames outlined in the Schedule of Events may result in automatic disqualification of the Proposer.

2. Proposal Submission

Proposals must be in writing. Late proposals will not be accepted

The sealed package containing one (1) original and eight (8) copies is to be labeled on the outside with the RFP number and addressed to:

By mail:

Webb County Clerk
Webb County Justice Center
1110 Victoria Suite 201
Laredo, Texas 78042-0029

Or hand carried to:

Webb County Clerk
Webb County Justice Center
1110 Victoria Suite 201
Laredo, Texas 78042-0029

The County must receive the submission no later than, 2 p.m. on March 24, 2011

3. Estimated Business Volumes

County specifically makes no representations or warranties regarding the number of request for ambulance service, ambulance transports, quantities or length of long distance transfer services, or frequency of special event coverage that may be associated with this procurement. Any and all historical data on past volumes of business with the County's service area are provided mainly to illustrate the historical level of performance and not as a guarantee of future business volume. The County recognizes that proposers are experienced experts in the delivery of emergency ambulance services, and therefore presumably better qualified than the County to predict ambulance transport volumes based upon population, demographics, and trends.

4. Exceptions

Proposers taking material exception to County's specifications may be disqualified. The purpose of the pre-bid conference is to provide clarification of the RFP and its specifications before submission of proposals. If an organization has questions regarding the RFP and its specifications, a request for clarification should be submitted at the pre-bid conference to obtain a ruling on the matter before submitting the proposal.

5. Withdrawals of Proposals

No proposal may be withdrawn after submission.

6. Proposal Cost and Ownership

Each proposal prepared in response to this RFP shall be prepared at the sole cost and expense of the proposer, and with the express understanding that no claims against the County for reimbursement will be accepted. All proposals will become the property of the County and will not be returned to the proposer. The proposer should not include confidential information or trade secrets to be considered confidential since, subsequent to the selection and evaluation process, all accepted proposals will become public information. However, if such information is necessary to ensure a competitive proposal, then the proposer is to follow the guidelines for confidential information as discussed further in this section.

7. Confidential Information

Proposals made in response to this RFP may contain technical financial or other data whose public disclosure could cause substantial injury to the Proposer's competitive position or constitute a trade secret. To protect such data from disclosure, the proposer should specifically identify the pages of the proposal that contain confidential information by properly marking the applicable pages.

8. Permits and Licenses

The Contractor will be responsible for and hold any and all required federal, state, and local licenses required necessary to perform the duties under the contract. In addition, the Contractor will make all necessary payments for licenses and permits to conduct its business and duties under the contract. The Contractor will assure that all necessary renewals are made on time. The Contractor will be responsible for assuring that all of its personnel hold valid state and local certifications at all time to meet the contractor's responsibilities under the contract.

9. Compliance with Laws and Regulations

All services furnished by the contractor under the contract shall be rendered in full compliance with all applicable federal, state, and local laws, ordinances, rules and regulations.

<u>Item</u>	<u>Maximum Points</u>
I) Letter of Transmittal	
II) Introduction and Description of Proposed Organization	
III) Proposer's Qualifications	
a) Previous Experience in Managing EMS (Form A)	20
b) Financial Depth and Stability (Form A)	5
IV) Service Area Summary	
V) Compliance with Proposal Provisions	
VI) Pricing Sheet	75
Total	100

Evaluation of Proposals

Proposals will be evaluated by the Scoring Committee, which will include, at a minimum, the following members.

- 1. Dr. Cecilia May Moreno, Purchasing Agent*
- 2. Leroy Medford, Executive Administrator for Webb County Judge*
- 3. Fitzgerald Sanchez, County Engineer*
- 4. Leo Flores, County Auditor*
- 5. Cynthia Mares, Administrative Services Director*
- 6. Anna Laura Cavazos- Ramirez, Webb County Attorney/or Designee*
- 7. Juan Vargas- Webb County Grant Writer*

Investigations of Proposers' submission and services may be conducted as deemed necessary by the County. Such investigation could include a site visit should one be desired.

The Webb County Commissioner's Court may decide to act as the scoring committee and participate in the evaluation of the proposals.

Proposals will be evaluated as follows:

- 1. Review of Qualifications* – Each Proposer's qualifications for providing the 9-1-1 MICU transport service will be reviewed by the Scoring Committee. Proposers must satisfactorily meet the qualifications set forth in the RFP before consideration of the proposals will take place.

2. *Compliance with RFP* – Proposals determined to be non-complaint with the RFP will be eliminated. Compliance means that the proposal is submitted by a Proposer that has been qualified to submit a bid through the qualifying process; the mandatory checklist form has been followed, programs and offering described in the proposal meet the prescribed minimum standards, and complete pricing information is submitted in the format stipulated in the RFP.
3. *Award of Quality Points* – Scoring will be based upon a point system with points allocated to each criterion in the required outline format of the proposal. Each Selection Committee member shall score each proposal.
4. *Award of Points for Pricing* - Pricing for subsidy requirement for each proposal will be evaluated by the County for the three (3) year period. The Proposer is encouraged to provide a price for a one (1), two (2), or three (3) year contract. The price will be a fixed monthly service charge. The scoring committee will evaluate all options (1, 2, or 3 year fixed price contract). It is understood that an extension may be available at the end of the contract period. Such extension could include change in price.

It is expected that the service area maybe reduced over the time of the contract (City of Laredo extension of boundaries). The price would not be reduced if the service area was reduced. On a preliminary basis, the lowest cost proposal will be awarded seventy five (75) points. All other Proposer's will be awarded points in an inverse ratio of each Proposer's price to the best base price.

5. *Scoring Criteria* - The clinical and operational quality of service is stated *as required* in this procurement. Price is a primary factor, *given the proposer meets the required criteria set forth in this RFP.*

Pricing Format- Please submit both forms

Form A (Part 1 and Part 2)- Experience and Financial Information

Form B is pricing for the elements of the RFP as outlined.

Form A

Minimum Qualifications

Part 1

1. Previous experience in managing emergency service

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Part 2

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Form B
MICU Service to Unincorporated Webb County
Proposed Price

Length of Contract	Monthly Service Charge-All Inclusive
Price to be <u>consistent</u> for 1 year	
Price to be <u>consistent</u> for 2 years	
Price to be <u>consistent</u> for 3 years	

Extensions for Contract for two (2) one year periods will be available. Each of the two (2) one year extensions may include a price adjustment as requested by the contractor and approval by the Webb County Commissioner's Court.

Contractor may submit a price for consideration that is fixed for 1 year, 2 year, or 3 years. The court will select based on the best and most appropriate for Webb County.

COUNTY OF WEBB

Terms and Conditions of Invitations for Proposals

1. GENERAL CONDITIONS:

Proposers are required to submit their proposals upon the following expressed conditions:

- (A) Proposers shall thoroughly examine the drawings, specification schedule, instructions and all other contract documents.
- (B) Proposers shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of materials and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure to fulfill in every detail the requirements of the contract documents of the County or the compensation of the vendor.
- (C) Proposers are advised that all County contracts be subject to all legal requirements provided for in county, state and federal statutes and regulations.

2. PREPARATION OF PROPOSALS:

Proposals will be prepared in accordance with the following:

- (A) All information required by the proposal form shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (B) Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- (C) Alternate bids will not be considered unless authorized by the Invitation for Bids.
- (D) Proposed delivery time must be shown and shall include Sundays and holidays.
- (E) Bidders will not include Federal taxes or State of Texas limited sales excise and use taxes in bid prices since the County of Webb is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.

3. DESCRIPTION OF SUPPLIES:

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish otherwise they shall be required to furnish the items as specified.

4. SUBMISSION OF PROPOSALS:

- (A) Proposals and changes thereto shall be enclosed in sealed envelopes addressed to the Webb County Clerk. The name and address of the bidder, the date of the proposal opening and the material or service bid on shall be placed on the outside of the envelope.
- (B) Proposals must be submitted in the forms furnished. Telegraphic bids will not be considered. Proposals, however, may be modified by telegraphic notice provided such notice is received before the time and date set for the proposal opening.
- (C) Samples, when required, must be submitted within the time specified, at no expense to the County of Webb. If not destroyed or used up during testing, samples will be returned upon request at the proposer expense.

5. REJECTION OF PROPOSALS:

- (A) The Purchasing Agent may reject a proposal if it is not satisfactory to Commissioners' Court because:
 - (1) The proposer misstates or conceals any material fact in the bid or if,
 - (2) The proposal does not strictly conform to the law or the requirements of the proposal, or if,
 - (3) The proposal is conditional, except that the proposer may qualify his proposal for acceptance by the County on an "All or None" basis or a "low item" basis. An "All or None" basis proposal must include all items upon which bids are invited.
- (B) No proposal submitted herein shall be considered if the proposer owes any delinquent taxes to the County of Webb at the time proposals are opened. In the event that the successful proposer herein subsequently becomes delinquent in the payment of his or its County taxes, such fact shall constitute grounds for cancellation of the contract.

- (C) No proposal submitted herein shall be considered unless the proposer warrants that upon execution of a contract with the County of Webb, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, sex, creed, or national origin and will submit such report as the County may thereafter require to assure compliance.
- (D) The County may, however, reject all proposals whenever it is deemed in the best interest of the County to do so, and may reject any part of a bid unless the proposal has been qualified as provided in 5 (a) 3 above. The County may also waive any minor informalities or irregularities in any bid.

6. WITHDRAWAL OF PROPOSALS:

Proposals not are withdrawn after the time set for the bid opening, unless approved by Commissioners' Court.

7. LATE PROPOSALS OR MODIFICATIONS:

Proposals and modifications received after the time set for the proposal submission will not be considered.

8. CLARIFICATIN OR OBJECTION TO PROPOSAL SPECIFICATIONS:

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications, or other proposal documents or any part thereof, he may submit to the Purchasing Agent on or before five days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposal, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving a set of proposals. The County will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this proposal must be filed in writing with the Purchasing Agent on or before five days prior to the scheduled opening.

9. DISCOUNTS:

- (A) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.

- (B) Concerning any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

10. AWARD OF CONTRACT:

- (A) The contract will be awarded to the lowest responsible bidder whose bid, conforming to the Invitation for Proposals, is most advantageous to the County price and other factors considered.
- (B) The County reserves the right to accept any item or group of items of this bid, unless the proposer qualified his proposal by specific limitations.
Re Par. 5(a) 3 above.
- (C) A written award of acceptance mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (D) Prices must be quoted F.O.B. Webb County with all transportation charges prepaid, unless otherwise specified in the Invitation for Proposals.
- (E) Delivery time and prompt payment discounts, including time allowed for payment, will be considered in breaking of tie proposals.

11. PERFORMANCE DEPOSIT:

- (A) The successful proposer(s) must furnish the County of Webb a performance deposit in the amount set forth in the Invitation for Proposals. This deposit is not to be submitted with bids, but must be presented to the Purchasing Department upon notification.
- (B) The County of Webb will not enter a contract or issue a purchase order until the successful bidder has complied with the performance deposit provisions.
- (C) The performance deposit shall be in the form of a bond, certified check upon a State or National Bank or Trust Company signed by a duly authorized officer, thereof, or a certificate of deposit from such bank or trust company. All such bonds, checks and certificate of deposit shall be drawn payable to the order to the Webb County Treasurer and submitted to the Purchasing Agent's Office.

- (D) The performance deposit of the successful bidder(s) shall be returned by the County upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (E) Failure of vendor to perform any of the services by this contract, within ten days of receipt of written demand for performance from County, or failure of vendor to correct or replace defective goods or products, within ten days from receipt of written demand will therefore, shall constitute a total breach of this contract, and shall be cause for termination. In the event of such termination the performance deposit shall be retained by the County of Webb as liquidated damages, based upon mutual agreement and understanding between vendor and County at the time this bid is solicited, submitted and accepted, that the County of Webb is a governmental agency engaged in public projects, and that the measurement of damages which might result from a breach of the terms and specifications herein is difficult or impossible to determine. Provided, however, that if in the opinion of the Purchasing Agent and the Commissioners' Court the failure of vendor to perform the conditions of this contract is occasioned by or is the result of acts or events over which the vendor has no control, said performance deposit may in whole or in part, as may be determined by the Purchasing Agent and the Commissioners' Court, be returned to the vendor. It is understood that such determination shall be entirely discretionary with the Purchasing Agent and the Commissioners' Court.

12. WORKERS' COMPENSATION INSURANCE COVERAGE:

The Workers' Compensation Commission has adopted Rule 110.110 effective with all bids advertised after September 1, 1994. The TWCC has stated that it is aware that a statutory requirement for workers' compensation insurance coverage is not being met. Therefore, Rule 110.110 requires that all bidders be covered under workers' compensation insurance to achieve compliance from both contractor(s) and governmental entities. **Attachment A** is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

This is to certify that _____ owes no delinquent property taxes to Webb County.

_____ owes no property taxes as a business in Webb County.
(Business Name)

_____ owes no property taxes as a resident of Webb County.
(Business Owner)

Person who can attest to the above information

*** SIGNED DOCUMENT AND PROOF OF NO DELINQUENT OR OWED TAXES TO WEBB COUNTY.**

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes

☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date